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24 *Attorneys for Defendant Meta Platforms, Inc.*  
25 *(formerly known as Facebook, Inc.)*

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**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN JOSE DIVISION**

MAXIMILIAN KLEIN, et al., on behalf of  
themselves and all others similarly situated,

Plaintiffs,

v.

META PLATFORMS, INC., a Delaware  
Corporation,

Defendant.

Case No. 5:20-cv-08570-JD

**DECLARATION OF JITIN KHURANA  
IN SUPPORT OF DEFENDANT'S  
RESPONSE TO PLAINTIFFS'  
ADMINISTRATIVE MOTION TO  
CONSIDER WHETHER ANOTHER  
PARTY'S MATERIAL SHOULD BE  
SEALED**

Judge: Hon. James Donato

1 I, Jitin Khurana, declare as follows:

2 1. I am Head of Business Development, Ads and Platform, at Meta Platforms, Inc  
3 (“Meta”). I have been employed by Meta since January 2020 and I have held my current position  
4 since that date. Over the course of my employment at Meta, I have acquired personal knowledge  
5 of Meta’s practices and procedures concerning the maintenance of the confidentiality of its  
6 strategic and business information.  
7

8 2. I submit this declaration in support of Meta Platforms, Inc.’s Response to Plaintiffs’  
9 Administrative Motion to Consider Whether Another Party’s Material Should be Sealed, Dkt. 236.

10 3. The contents of this declaration are true and correct to the best of my knowledge,  
11 information, and belief, and are based on my personal knowledge of Meta’s policies and practices  
12 as they relate to the treatment of confidential information, the materials that were provided to me  
13 and reviewed by me, and/or informed conversations with other knowledgeable employees of Meta.  
14 If called upon as a witness in this action, I could and would testify competently to the matters  
15 discussed in this declaration.  
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17 4. Meta requires confidential treatment of all confidential commercial proposals to  
18 third parties and confidential agreements with third parties; and internal, future strategic business  
19 plans. Third parties in an array of contexts entrust confidential information to Meta and they have  
20 an expectation that Meta has sufficient controls and processes in place to maintain and protect the  
21 confidentiality of that information. In my experience and to the best of my knowledge, Meta does  
22 not disclose internal documents or confidential agreements or proposals of this nature outside of  
23 the company.  
24

25 **SPECIFIC INFORMATION TO BE SEALED**

26 5. To the best of my knowledge, the following information in the FAC and Redline is  
27 confidential, and derives from confidential materials Meta produced in response to document  
28

1 requests or to civil investigative demands. Disclosure of the material will harm Meta's ability to  
2 negotiate deals with its business partners, for the reasons explained below.

3       **6. Details of negotiations leading to the agreement described in Paragraphs 441-**  
4 **452, 454, 455, 458-461 and 463 of the FAC.** These parts of the FAC and Redline contain non-  
5 public information regarding the negotiation of a confidential agreement with a counterparty  
6 concerning Meta's non-use of certain data. This information has never been disclosed publicly,  
7 and disclosure would severely and adversely impact Meta's ability to negotiate similar agreements  
8 in the future. If revealed to competitors and potential business counterparties, those companies  
9 would use this non-public and confidential information to disadvantage Meta in future  
10 negotiations. For example, the redacted portions of the complaint describe certain confidential  
11 information that Meta provided to the counterparty during the course of negotiations. If disclosed,  
12 other counterparties would demand similar information during negotiations, threatening Meta's  
13 ability to maintain the confidentiality of sensitive internal information. And, the details of the  
14 negotiations will shed light on the goals and terms of the ultimate agreement reached, which if  
15 disclosed, as I explain below, would also cause competitive harm to Meta.  
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18       **7. Goals and terms of the agreement described in the Table of Contents and**  
19 **Paragraphs 10, 436-438, and 464-472 of the FAC.** These parts of the FAC and Redline contain  
20 non-public information regarding the terms of a confidential agreement with a counterparty  
21 concerning Meta's non-use of certain data. This information has never been disclosed publicly,  
22 and disclosure would severely and adversely impact Meta's ability to negotiate agreements in the  
23 future. If revealed to competitors and potential business counterparties, those companies would  
24 use this non-public and confidential information to disadvantage Meta and/or the counterparty in  
25 negotiations. For example, if disclosed, a competitor of the counterparty would become aware of  
26 the details of the counterparty's agreement (e.g., particular terms that Meta had agreed to in the  
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1 past), and it could use this as leverage in business negotiations to the detriment of Meta and/or its  
2 business counterparty.

3       **8. Goals and terms of the agreements described in Paragraphs 9, 500-502, 509-**  
4 **524, 530, 531, 534, and 535 of the FAC.** These parts of the FAC and Redline contain non-public  
5 information regarding the terms of a series of confidential agreements with a counterparty  
6 concerning Meta's use of particular data to inform content development decisions, including  
7 information about the particular data at issue and internal testing related to particular deal terms.  
8 This information has never been disclosed publicly, and disclosure would severely and adversely  
9 impact Meta's ability to negotiate agreements in the future. If revealed to competitors and potential  
10 business counterparties, those companies could use this non-public and confidential information  
11 to disadvantage Meta and/or the counterparty in negotiations. For example, if disclosed, a  
12 competitor of the counterparty would become aware of the details of the counterparty's agreement  
13 (e.g., particular terms that Meta had agreed to in the past), and it could use this as leverage in  
14 business negotiations to the detriment of Meta and/or its business counterparty.  
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17       **9. Information about ad spend by certain advertisers described in Paragraphs**  
18 **440, 456, 463, 485, 486, and 503 of the FAC.** These parts of the FAC and Redline contain non-  
19 public information regarding advertising sales to individual advertisers. This information is  
20 considered very sensitive—even within Meta, information about total ad sales is generally disclosed  
21 only to teams with direct responsibility for those sales. It is not disclosed publicly. If revealed to  
22 Meta's competitors, those competitors could use this information to Meta's disadvantage. For  
23 example, if another company that sells advertising knew how much a company spent on  
24 advertising from Meta in a given year, it could more effectively seek to divert those ad sales to its  
25 own advertising products.  
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27       I declare under penalty of perjury that the foregoing is true and correct.  
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1 Executed on this 7th day of March 2022 in Fremont, California.

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3  
4 By:



5 Jitin Khurana  
6 Head of Business Development,  
7 Ads and Platform  
8 Meta Platforms, Inc  
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